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ABSTRACT

This book discusses collective bargaining in Catholic schools. The topics covered include the background of teacher unions in Catholic schools, how unions get started, the process of collective bargaining, the teacher contract, and the effects of unions on Catholic school personnel. A glossary and seven-page bibliography complete the document. (Author/LD)

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FOREWORD

This short descriptive booklet has been written at the request of Father John Meyers and the members of CACE. It is intended to help Superintendents and administrators gain some perspective on the meaning and process implied in collective bargaining. The three authors have been involved either as students of collective bargaining in Catholic schools or as participants in the process. Mr. Edward Burke is a partner in the law firm of Clifton, Budd and Burke in New York. He is currently a labor-management counselor for the Archdiocese of New York and the Diocese of Brooklyn and serves both dioceses as chief negotiator in bargaining with their teacher unions. Bro. John Olsen, C.F.X., Ph.D. has served as Assistant Dean of Education at Catholic University where he has taught several courses on personnel practices and human relations in education. Bro. Peter Clifford, F.S.C., Ed.D. is the author of several short articles on collective bargaining and former Assistant Superintendent for Secondary Schools in the Diocese of Brooklyn where he was directly involved in collective bargaining with the Lay Faculty Association.

Peter Clifford, F.S.C.
Former Executive Secretary
Secondary School Dept.
N.C.E.A.
November, 1974

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CHAPTER I

WHY TEACHER UNIONS IN CATHOLIC SCHOOLS?

Teacher strikes in Philadelphia, New York, San Francisco and Brooklyn? Yes, certainly. But these were not strikes by public school teachers; Americans have become accustomed to such phenomena. These were strikes by lay teachers in Catholic schools. They presage the possibility, even probability, of other such militant teacher action in Catholic schools throughout the country. The first Catholic system-wide strike occurred in Philadelphia in 1967. This came after the teachers in the archdiocesan high schools had organized themselves into a collective bargaining unit and were affiliated as local 1776 of the American Federation of Teachers (AFT). The last major strike in Catholic schools was called by the Lay Faculty Association in the Diocese of Brooklyn, also an AFT local, during the Fall of 1973.

In several other large, urban dioceses from New York to San Francisco collective bargaining units have also been organized. Many of these have chosen to remain independent unions; that is, they do not choose to affiliate with any other bargaining unit or to join with a national organization such as AFT.[1] These union teachers in Catholic schools are merely emulating their public school colleagues who much earlier organized themselves into unions and associations.

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[1] Peter Clifford, F.S.C., Teacher Unions and Associations, Washington, D.C.: NCEA, 1972. This survey also shows that individual schools in several other dioceses have school level bargaining units and unions.

Although public school teacher unions have existed for more than 60 years, the real thrust for militant unionism among teachers had its roots in the successful strike of the newly organized AFT local in New York City, United Federation of Teachers (UFT) in 1962. This strike in New York showed teachers across the country how effective they could become in collective negotiations if they were willing to emulate their blue collar union brothers by using the picket line and the placard.

In an earlier era, it would have been unthinkable for teachers to consider a strike. Teachers had regarded themselves as professionals and as above the need for militant unions. But when President Kennedy in his famous Executive Order 10988 established the right of white collar government workers to collective bargaining, teachers looked on unions and collective negotiations with a new vision. During the same period, the AFL-CIO, which had witnessed a decline in its blue collar membership, saw the field of white collar workers as its hope for the future. AFT came to life and, with its sudden successes in New York City, the age of teacher militancy was born.

Catholic school teachers, except in a few large dioceses, have been slow to follow the union footsteps of their public school colleagues. By 1972, only 16 diocesan school systems found themselves having to negotiate salaries and working conditions across the bargaining table from their teachers.[1] Most of these teacher groups remain independent units. Four of them, however, are union locals of AFT and two are affiliated with the National Education Association (NEA). The AFT is currently undertaking a program to organize and affiliate teacher groups in Catholic schools in dioceses across the country. A Department of Nonpublic School Teachers was

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[1] Ibid.

established in 1972 in the Washington office of AFT and a full-time director named to coordinate and support this campaign.

Most unionized teachers are satisfied that their negotiating organizations have been effective in getting higher salaries and better working conditions for them. In 1960, the average starting salary for a beginning teacher with a bachelor's degree was $5,174.[1] This average salary had risen by 1968 to $5,519 and in 1971 was up to $7,061.[2] Although this latter figure shows a significant rise in teacher salaries in this age of inflation, there is still much room for improvement. In 1971, the average starting salary for men with a bachelor's degree entering private industry was $9,534. If salaries indicate the relative status of fields of work, the position of teacher is still regarded as significantly less important than other professions.

Bargaining for Catholic school teachers has shown equally positive results in salary raises and working conditions. Since 1964, salaries for starting teachers in Philadelphia archdiocesan schools have risen from $4,200 to $7,400. The average salary for the teacher in the unionized diocesan high schools in Brooklyn in 1972 was $10,000. Although these salary levels are still significantly below those of public school teachers in the same cities, they do illustrate the effect of collective negotiations on salaries of Catholic school teachers. The same advances in improved working conditions are obvious in contracts negotiated for Catholic school teachers; sick leave

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[1] Financial Status of the Public Schools, Washington, D.C.: NEA, 1970, p. 23.

[2] NEA Research Bulletin, L, No. 1, Washington, D.C.: NEA, March, 1972.

and personal days are specified; length of school day and sizes of classes are regulated; teaching and supervisory assignments are limited.

It is the twin inducements of higher salaries and better working conditions which encourage teachers to organize themselves into bargaining units. In an earlier era, Catholic school teachers did not feel at ease in making demands of school and diocesan administrators who were usually either religious or clerics. The age of civil rights demonstrations and white collar bargaining certainly has had its effects in conditioning all Americans to teacher militancy, even in Catholic schools. But the effect of Vatican II in encouraging laymen to take their rightful place in the Church was probably an even more powerful force in encouraging Catholic school teachers to assert themselves and to organize into unions and associations. This opening of the doors and windows of the Church and this atmosphere and climate in the United States for militant action coincided with significant changes among the teaching personnel of Catholic schools.

Since the early 1960's when the demands for Catholic schools were outstripping the ability of religious communities to supply enough teachers, laymen and women in increasing numbers were joining the faculties of Catholic schools. Laymen were particularly needed in large high schools conducted by religious communities of men who never had the personnel resources enjoyed by women's communities. From 1967 to 1974, the number of lay teachers increased from 58,829 to 90,306. In 1970, lay teachers for the first time exceeded religious teachers in Catholic schools and in school year 1972-73 were 58.7 percent of all teachers in Catholic schools.[1]

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[1] U.S. Catholic Schools, 1973-74, Washington, D.C.: NCEA, 1974, p. 7.

When lay teachers were a small part of the teaching staff, they had little to say about salaries and teaching conditions. Their growing numbers presaged a change in such a situation.

The growth of a militant teacher movement in American public schools is also associated with the increased number of male teachers who entered the schools between 1955 and 1966. During that period, men as a percent of all classroom teachers, rose from 26 percent to 31.6 percent, which was almost 500,000 men.[1] In addition, these new teachers, both men and women, were better prepared academically than their predecessors. In 1964-65, over 91 percent of all public school teachers had a bachelor's degree and 24 percent a master's or higher degree.[2] Among Catholic school teachers this growth in the number of lay men teachers and the high level of teacher preparation were equally evident. In 1973, 96 percent of Catholic lay teachers on the secondary level had bachelor's degrees and 26 percent had master's or higher degrees. For religious teachers, 65 percent had master's or higher degrees and 98 percent had at least a bachelor's degree.[3] In Catholic secondary schools in 1973-74, 58 percent of the lay teachers were male.[4]

The entrance of so many well trained teachers into public school and particularly the increase in the number of male teachers were conditions which encouraged the acceptance of militant teacher unionism. Harmon

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[1] NEA Research Bulletin, XLIV, No. 2, Washington, D.C.: NEA, 1966.

[2] Ibid.

[3] Op cit., p. 19.

[4] Ibid., p. 16.

Ziegler, in his study of the political life of American teachers, is particularly strong in pointing out the correlation between the increase of male teachers and the growth of teacher dissatisfaction and militancy.[1] The union movement in Catholic schools reflects this same correlation and has generally started in schools with a predominantly male staff or in diocesan school systems with significant numbers of lay men teachers.

That, of course, is only one factor which has encouraged teacher unionism in Catholic schools. It is also significant that the most successful teacher unions are to be found in diocesan secondary school systems such as those of Philadelphia and Brooklyn. In public schools the power struggle between teachers and administrators has two basic roots, the large bureaucratic structure of the public systems and the aspiring professionalism of teachers. In the early 60's Charles Cogen, then president of the AFT, had no doubts about the relationship of teacher professionals and militancy.

> I go a step further, claiming authority for the statement that conflict of interest between teachers and the administration rises as teachers become more professional.[2]

Diocesan secondary systems provide these same preconditions for the development of unions. Lay teachers, who are better prepared academically than ever before, yet who might be reluctant to act face to face in a militant fashion with their principal, are not as reluctant to sound their dissatisfaction against "the people downtown," the impersonal diocesan school office.

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[1] Harmon Ziegler, The Political Life of American Teachers, Englewood Cliffs, N.J.: Prentice-Hall, 1967, pp. 62-77.

[2] Charles Cogen, "Changing Patterns of Employment," The Changing Employment Relationship in Public Schools, eds., Robert Doherty, Joan Egner, and William Lowe, Ithaca: Cornell U. Press, 1966, p. 13.

In local parish schools or even private Catholic secondary schools, there is no bureaucratic structure with which to become dissatisfied. Teachers are able to deal directly with a pastor or principal when they are dissatisfied. There is little opportunity for the dissatisfied teacher in one school to share his dissatisfaction with teachers in other schools where the conditions are different. It is equally difficult for unions like AFT to organize teachers into bargaining units from these individually operating schools. Only in the Archdiocese of New York has there been any real success in unionizing Catholic school teachers on the elementary level. Equally obvious are the small number of private Catholic high schools which have bargaining units.[1]

The appearance of teacher unions in Catholic schools cannot be directly attributed to the development of successful militant teacher unions in public schools. However, the Catholic schools themselves have encouraged the development of unions. At this point in time, the Catholic schools most susceptible to the formation of unions are systems of diocesan owned secondary schools in large urban centers, where successful public school unions exist and where such systems have a large number of full time and well trained lay men teachers.

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[1] Peter Clifford, F.S.C., Teacher Unions and Associations, Washington, D.C.: NCEA, 1972.

CHAPTER II

HOW CATHOLIC TEACHER UNIONS BEGIN

The Church has always asserted the moral right of workers to organize into private soc'eties (Rerum Novarum, 72). This includes the right to adopt the organization and the rules which they judge to be most appropriate to achieve their purpose. Such organizations might be "trade unions" or they might be joint labor-management groups. It would be wrong to conclude that the Church advocates the formation of labor unions just as it would be wrong to assume that the Church opposes labor unions. The fact is that popes from Leo XIII to John XXIII assured all workers the right to organize if they saw the need to do so provided that "depending on the laws of Christ as their unshakable foundations, they endeavor to promote a Christian order in the world of workers."[1]

There can be no doubt, therefore, of the right of Catholic teachers in Catholic schools to organize themselves into teacher associations and unions. However, the establishment of teacher unions does accentuate the dynamics of employer-employee relationships. Theoretically, these adversative relationships exist only between an impersonal body, the teacher union, and an equally impersonal organization, the institutional Church. But, in fact, it means that the teacher is no longer the sheep nor is the Church the meek shepherd; instead, teachers and the Church are forced to face each other as employers versus employees. For the public school teacher it is difficult enough to accept the elected school

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[1]Pope Pius XII, September 11, 1949.

board as the "enemy"; in Catholic schools it is even more difficult for the union teacher to face the diocese or the parish as the "enemy" on the other side of the bargaining table. But such are the dynamics which must exist when Catholic school teachers elect, as is their right, to organize a collective bargaining union.

Most of the bargaining units in Catholic schools have evolved from professionally oriented teacher associations. Such groups, when elected to become bargaining agents for teachers, tend to become independent teacher unions or associations. In the Archdioceses of New York and Philadelphia, Catholic school teachers were directly recruited into forming union locals by a membership drive of the AFT. In both Archdioceses enough teachers responded to the initial appeal to sign union membership pledge cards that the AFT was able to demand a consent election. At that point, all teachers in the schools which the union hoped to form into a bargaining unit were included in elections which were governed by the rules of the State Labor Relations Board. In New York and Philadelphia, the teachers in those elections chose not only to have a bargaining unit, but to establish locals affiliated with AFT. At that point the archdioceses had no choice but to recognize the union and to commence bargaining.

In most other dioceses, the story of teacher unions started with the appearance of associations of teachers or of committees of lay teachers who wished to discuss with the Superintendent the salaries and working conditions for teachers. After some time, several of these teacher groups, such as the teacher groups in Brooklyn and San Francisco, chose to organize themselves into formal teacher associations or unions, and eventually affiliated with AFT. Most such organizations, however, have elected to remain independent bargaining units.

It should be noted that when a group does form an association and demands to bargain collectively for all teachers in the school or system, a school, parish or diocese could choose to ignore the teacher association or it could voluntarily choose to bargain with it. If this incipient union is not recognized, the association is then free, as would be a formal union, to seek recognition from the state and to petition for a formal election. If the school, parish or diocese does not desire to challenge the claim of such an organization to speak for the teachers in the school or system, then the diocese can proceed to bargain either formally or informally without any approval of the state.

The appearance of an association of teachers in a school, parish or diocese intent on bargaining collectively for teachers, puts the principal, pastor or superintendent in a very new position. Collective bargaining by its nature is an adversative position. The union by its nature is impersonal; it has no human feelings and has no debts of charity or sentimentality which it owes any employer. Its only concern is to fight for better salaries and better working conditions for its members. Catholic school administrators who have always counted on sacrifice, dedication and selfless concern for the school by the teachers suddenly find themselves cast into the role of "villain." All the powers of persuasion, moral force and legal power are ready to be used against them to protect the teacher as worker from poor salaries and unfair working conditions. Perhaps this is overdrawing the picture, but it does reflect the radical change in relationships which suddenly occurs once teachers accept a union to speak for them.

Because most of the teacher organizations are in diocesan school systems, the spotlight in collective bargaining in Catholic schools focuses

on the Catholic school superintendent. Few men or women in this position are trained to deal with teacher unions. Their immediate need, therefore, is to authorize a person to deal with the union and to conduct the negotiations. Because there are so many legal issues involved in the process of contracts, grievances and arbitration, many dioceses have selected a lawyer to be their negotiator and labor spokesman. This is not inevitable, but it has become the usual practice in the large dioceses which now are confronted with collective bargaining.

At this point, the role of the Superintendent becomes most demanding. Either he represents the Bishop, or, where one exists, the Diocesan School Board, in the negotiations. In any case he does not get involved with negotiations at the bargaining table. Rather he establishes the limits and the concessions for which the negotiator can bargain. How much money can be put on the table during the course of bargaining? How will the principals of the school be involved in the decision-making? Which working condition demands will be honored? How will the rights of religious teachers who are not represented at the bargaining table be respected? The superintendent and his staff or advisory council must plan out all of these issues with the negotiator. The negotiating team, the actual group of people who will sit across the table from the teachers to represent the diocese as employer must be chosen. This group will prepare for all the issues that will be discussed. They must rely on the Superintendent to clear with the Board or with the Bishop just what can be conceded to the teachers and what issues are to be so strongly preserved that they would even suffer the teachers to declare a strike rather than to concede.

This role of communication by the Superintendent is most critical. Since he is ultimately responsible for decisions at the bargaining table,

not only for concessions on working conditions, but also for commitments of large sums of money to be granted for salary increases and fringe benefits, he must be sure that he has the absolute support of the Bishop and other concerned diocesan authorities such as the Diocesan Education Board. Without such solid rapport among the highest officers of the diocese and the superintendent and his negotiating team, collective bargaining would become a charade and the diocese would be subject to charges of unfair labor practices and of not bargaining in good faith.

The establishment of a teacher union in a school, parish or diocese creates a whole new world in Catholic schooling. For many who have had some familiarity with the social encyclicals of Leo XIII and Pius XI, there may be an initial impulse to feel that the best way to deal with teachers is through teacher unions. For those who have had to deal with the raw display of militant teacher union power, there has been a much closer look at the differences between the rights of teachers to organize unions, which is indisputable, and the desirability of such unions in Catholic schools. The history of teacher unions shows that teachers were encouraged to organize for two basic reasons: their needs for just salaries and legitimate fringe benefits such as pensions and health insurance were not being met adequately; their needs as professionals to be involved in decision-making concerning their working conditions were not receiving sufficient response from school boards, diocesan officials or school administrators. If unions have been slow to develop in Catholic schools, their future must certainly be assured in those schools, parishes and dioceses where there are no well formulated personnel practices or where such personnel practices are cavalierly violated and ignored.

Not every school superintendent or diocesan leader has been faced directly with this problem. But the growth of unions and teacher organizations has been substantial enough to warrant concern on the part of all, even though peace and harmony may exist currently in relation to administration and faculty.

A general caveat for superintendents who are suddenly faced with the problem seems appropriate.

1. Proceed slowly. Does the group seeking recognition really represent the teachers?

2. Discern a philosophy. The premise on which the nit is seeking recognition ought to be consistent with the philosophy of the school system. More particularly, a question should be raised "Does the negotiating unit know the aims and purposes of the school or school system?" Whatever the negotiating process develops into, it should be related to the philosophy of the Catholic educational community.

3. Have good legal advice available right from the beginning. Most negotiating sessions, at least initially, are of a market-place type where adversative roles develop very easily. The lawyer contacted should be a resource to the superintendent's office and should be acquainted with the regulations and procedures of the National Labor Relations Board or the State Labor Relations Board.

4. Discern the critical issues. At the moment they seem to be:

   a. job security

   b. organizational structure

   c. working conditions

   d. salaries

As teachers become more aware that there is not a pot of gold in the diocesan office, the hierarchy of concern moves down these four issues.

Recommendations

As aids to understanding the language used in the negotiating process, the glossary of terms presented in Appendix A and the readings suggested in the bibliography may be of particular assistance.

CHAPTER III

COLLECTIVE BARGAINING AS A PROCESS

Edward Burke

There is an old story about the fellow who felt obligated to compliment a lady on her appearance. Suppressing the temptation to tell her that she had a face that would stop a clock, he satisfied his obligation and his integrity by stating that when he looked into her eyes time stood still. The basic goal of collective bargaining is to reach a settlement and, as the above story helps to illustrate, how the parties express themselves is as important as what they intend to say.

With surprising regularity, union representatives and school administrators approach the bargaining table for the first time ill-equipped to work out the all-important initial contract. Neither the best teacher, nor the best school administrator, will necessarily possess the required expertise or personality to bring about a reasonable settlement with a minimum of controversy.

Whatever the motivation, school boards and administrators very often undertake negotiations without the assistance of a labor advisor and the same is true of teacher unions, particularly those affiliated with the American Federation of Teachers. While school administrators may not specify the make up of a union's negotiating committee, they can and should retain for themselves the services of an experienced labor advisor to assist them in preparing for and carrying on negotiations. The more knowledgeable the members of both negotiating committees are, the easier it will be to resolve the contract issues in an orderly manner.

Experience has shown that no matter how thorough a person may be in trying to report to others on the progress of negotiations, when a school administrator sits in on a round of negotiations for the first time the reaction is invariably one of amazement. Collective bargaining can only be experienced; it cannot be accurately described. Thus, the following observations are at best generalizations with the reader forewarned that a local advisor is a necessity and adaptation to local conditions is an unqualified assumption.

It is well to approach negotiations with the premise that one must assume nothing and analyze everything. For example, it is frequently assumed that Catholic school negotiations are between "the teachers" and "the Diocese." Upon analysis, it will usually be determined that the parties to negotiations are actually the union on one side and the school board, corporation, association or other entity on the other. Once represented by a union, the teachers have no individual bargaining rights. Their rights have been transferred to the union. The employer is normally the administrative agency, not the Diocese. These are not distinctions without differences, and the failure to recognize this fact will lead to unnecessary problems for both sides as time goes on.

Approaching negotiations, the employer must decide who will be on the bargaining committee and also who will be the spokesman. Keeping in mind that the three major areas of interest are: money, working conditions and the respective rights of the union and the employer, it is well that the employer's committee be made up of people with a working knowledge of school finances, school administration and school negotiations. It is proposed that there should be only one spokesman throughout the negotiations, and,

subject to local conditions, it should normally be the labor advisor. Whatever the normal titles and duties possessed by bargaining committee members, be it Principal, Staff Assistant or Pastor, to name a few possibilities, each should sit at the bargaining table as a representative of the employer and not as a representative of his or her individual calling.

I am reminded of the time that a bargaining session started at 10:00 a.m. lasted until 6:00 p.m., and the parties never once met. The session helped a great deal in reaching a peaceful solution. The logic of this may escape most, but then, logic is not the basic ingredient in negotiations. Except as limited by law, school policy and individual contracts, the parties approach the first round of bargaining with the employer possessing the rights to determine terms and conditions of employment and the union seeking to improve the terms and limit the conditions. The union submits its proposals and, after a review which may take one to three or four weeks, the employer responds to the proposals and offers counter proposals of his own. Then the parties, as the agenda is developed, explain the basis for each proposal.

While there are many times when the parties engage in frank open discussions on a give-and-take manner across the bargaining table, it is quite normal for the employer to listen to the union's arguments in favor of a position, ask questions to clarify aspects of the proposal and then adjourn to a separate room, or "caucus," to discuss the proposal in depth. In the caucus, all of the committee members are encouraged to speak frankly and explore all of the implications of the proposal. If the union proposal has merit and the employer can accept it without assuming an unreasonable

burden, an accommodation can be made. If the union's basis for the proposal is merely "we want it because we want it," or if the concession would place an unreasonable burden on the employer, then the employer would resist the demand. As the process continues, the number of outstanding issues narrows; the union drops all but high-priority items and the employer agrees to manageable commitments. Then the parties come down to the "crunch" and may seek the assistance of a mediator to help the parties gain a better perspective of the facts involved.

At this point, anything can happen and the side that is best prepared to maintain its position will normally prevail in a majority of the basic issues. The union must have strong arguments to support its position, must have the support of the faculty and parents and, sometimes, the general public. To the extent that the union can muster this support it will be in a better position to gain, through pressure, what it could not get through persuasion. The employer must be able to present solid arguments in support of his position, and make these arguments known to the union. Perhaps as important as its arguments, the employer must be prepared to resist whatever pressures, including the threat of a strike if the union can legally engage in one.

In the overwhelming number of cases, contract negotiations lead to peaceful settlements with the union gaining all that it thinks it can possibly gain and laying the ground work for getting more the next time. On occasion, the parties cannot reach agreement, and the employer must be ready and willing to take a strike for an indefinite period of time. If the employer is subject to pressures that will cause him to give in on crucial items, after a strike is started, he would be well advised to make concessions and avoid a strike. This is preferable to the decision to withstand a strike and then give in where he had vowed he would not.

One final thought might be added to this description of the bargaining process; it relates to the public discussion that should surround the negotiations. Given a good public relations committee, either side can quickly develop wide public interest in the negotiations. However, the goal of negotiations is a settlement and not public interest, and until such time as an impasse is reached or a strike is threatened, public controversy will not assist either party and could very well cause antagonism and create unnecessary obstacles which will further jeopardize the chances of a peaceful settlement. For this reason, the parties usually agree at the beginning to refrain from issuing public statements on the progress of negotiations, and, should it happen, in any strike activity.

When it is all over, the schools need the goodwill and support of the teachers if they are to provide quality education. To the extent possible, the employer must keep this fact uppermost in its thinking and in its conduct during the negotiations. The negotiations may be difficult and, at times, the parties will be amazed and disappointed with the other side's conduct, but sooner or later, the negotiations will end in an agreement - they all do.

CHAPTER IV

THE TEACHER CONTRACT

The teacher's contract is his magna carta. By the process of collective bargaining, the teacher has established his rights to discuss as an equal with his employer his compensation and duties as an employee. Thus, the process of writing the contract is the expression of the teacher asserting his rights. For the employer the process is one of preserving the rights of management from the pressures of an impersonal third party, the union. The finished document is the record of the power struggle between the employer who strives to preserve as many management rights and powers as possible and the teacher who seeks to expand his rights and privileges.

A study of contracts which have been signed between teacher unions and diocesan offices or school administrators will reveal the extent of the issues which form the substance of teacher contracts.

The most important element in the contract for the teacher is the pay scale and the fringe benefits to which he is entitled. Salary scales in such contracts vary as much as those negotiated in public school contracts. The starting salaries of $8,000 in unionized Catholic high schools in New York and Brooklyn reflect the high starting salaries of $9,400 for public school teachers negotiated between the UFT and the Board of Education in New York City. As a general rule, Catholic school salary schedules come within 80 to 90 percent of their public school counterparts.

In addition, teachers are most interested in fringe benefits. These may include pensions, health insurance for both the teacher and his family,

group life insurance, long-term disability guarantees, tax sheltered annuities, and unemployment compensation. Contracts may also specify supplementary stipends for teacher activities such as athletics and school activities.

Teacher unions are particularly interested in as broad a definition of the bargaining unit as possible. Teacher contracts are generally limited to full-time lay teachers. However, some contracts include in the definition of "teacher" administrators, department chairmen, guidance personnel and librarians. The determination of the bargaining unit is usually of major concern to both parties in the initial stages of bargaining. If management feels that limiting the definition of "teacher" will reduce the number of people interested in certifying a union and that may result in a negative vote for unions, the employer will strive to limit the definition of "teacher." The teacher union is more interested in having as many union members as possible but will be interested in limiting the definition if there is any doubt that some of the ancillary groups, such as librarians, will not support the initial vote. At the present time, religious are not accepted for representation by unions. The only exceptions are in a local of the AFT in the Archdiocese of Chicago where the union has been successful in organizing teachers in a few individual high schools. In this union affiliate, membership has included both lay and religious teachers.

Unionized teachers become very sensitive to issues like job security. With the current uncertainty about the continuance of Catholic high schools, teachers fear that consolidation and closing of schools will cost them their jobs. Articles in the various contracts attest to this uncertainty. The most important consideration for teachers is the establishment of tenure.

This is a guarantee of a continuing contract for the services of the teacher. In most contracts, tenure is gained after three consecutive years of teaching in the same school, or sometimes, in the same system. Tenure does not give the teacher any more rights than the contract of the non-tenured teacher. The difference between the two is that the non-tenured teacher has no contract after the expiration of the school year. He must then seek a new contract. Ordinarily, the school or school system has no obligation to renew the contract of the non-tenured teacher. Non-renewal is the equivalent of being terminated. For the tenured teacher, the continued contract is assurance that his services cannot be terminated except with cause. The basic reasons for termination of the services of a tenured teacher are incompetence, insubordination or immorality.

When management grants tenure, its basic concern is to assure itself that tenured teachers do not become permanent employees who lose their professional edge. Contracts may specify that to maintain tenure a teacher will have to gain certification or show new credits in his teaching field. Some contracts specify that tenure may be lost if the teacher does not receive favorable evaluations of his administrator. Other contracts limit tenure to a specific school, while some recognize tenure within a system.

Associated with the concept of tenure is the question of transfer; this is particularly important if the union has any fear that a particular school in a system may be closed. Teacher unions try to insure job security by establishing the right of transfer. When the bargaining process allows, this transfer right may be identified with seniority. Tenured teachers with seniority may receive the right to transfer to another school and displace non-tenured teachers or tenured teachers in their field with less

seniority. This is sometimes called "bumping." Transfer need not, however, be associated with seniority. The teacher contract in the Archdiocese of Philadelphia provides a well defined process for teacher transfers which are not contingent on school closings but which attempts to serve better the needs of the teacher and the schools.

For the teacher, after tenure, the grievance clause is perhaps one of the most critical aspects of the contract. Ordinarily, grievance procedures provide three steps. The teacher has the right to grieve any right specified in his contract which he feels has been violated. On the first step, this means that he can attempt to resolve the problem in confrontation with the principal. If he or the union is not satisfied with the resolution offered through the principal, the issue can then be raised to the level of the Superintendent. In the event that no resolution satisfactory to the teacher or to the Superintendent can be accepted, some contracts specify that either party may invoke the contract clause providing for binding arbitration. At that time, the decision passes out of the hands of both the union and the school management. Instead a third party, the arbiter, now becomes responsible for a decision which will be binding on both parties. This can be a costly process for both parties because arbiters can and do charge substantial daily fees for their services. The grievance machinery is not restricted to questions of tenure, termination or dismissal but can be used to solve all questions relative to the agreement signed between employer and employee in the contract.

The language is particularly important when questions of grievance are raised. Arbiters are limited to rendering their decisions on the exact language of the contract. During the process of bargaining, unions are anxious to have the grievable issues expressed in general language. To

protect itself, management strives to have the language as precise as possible. This issue of language is sometimes one of the stickiest in the bargaining process.

The areas of grievance and due process have an added dimension in a Church-related school such as the Catholic high school. When causes for dismissal of a tenured teacher are alleged to be on the basis of religious or moral charges, both the diocesan system and the unions are reluctant to rely on an outside arbiter for a binding decision. Several contracts, therefore, specify that such issues be settled by a diocesan committee on due process, if one exists, or if none exists, the contract will name a specific diocesan official, such as the Bishop or Chancellor, as the final arbiter.

All questions of grievance whether for termination or dismissal really begin with the teacher file. Almost all contracts provide that the school administration maintain such a file on every teacher and that every item entered into the file be placed there with the knowledge of the teacher. Several contracts provide for teachers to sign such documents and allow them to add their own rejoinders to any material, such as teacher evaluations, which they may not consider laudatory. This file is the primary evidence in any question of teacher competence. Teachers dismissed for poor performance can appeal to their teacher file for evidence that the administrator's charge is arbitrary since no poor evaluations are in the file. Or if poor evaluations are there, the charged teachers may claim that the administration has made arbitrary assessments of their performance. Sometimes, the charged teachers may claim that administration is being callous or vindictive since the teacher file shows no history of administrators' having tried to help the teacher improve. Thus, the teacher file is an

important profile of the relationships between administration and teacher where a negotiated contract exists.

Another major area of concern in the contract for the teacher is the regulation of working conditions. Negotiators for teachers strive to include language which limits class size or the total number of students which a teacher has each day, the number of class preparations, the regulation of teacher free time, the number of teaching and administrative periods each week, attendance at faculty meetings and parent nights, provisions for faculty lounges, the voluntary nature of extra-curricular activities and the stipends attached to those activities, and substitution for absent teachers. Since these items affect the teacher directly on a daily basis, they can become very sensitive issues. The difficulty in having these items included in a contract is that times and events do require flexibility whereas a contract imposes a legal obligation on both management and the union to observe the letter of the law. Any items grieved by a teacher can be pressed to final and binding arbitration where the arbiter will be bound to render his decision on the basis of the letter of the law as stated in the contract.

There are strong reasons to oppose the inclusion of all these items in a contract if management and the union can agree to a more informal and flexible process away from the bargaining table. The Handbook which is provided for in the Brooklyn contract establishes a committee of principals, union teachers and religious teachers to decide such professional issues by consensus at meetings held throughout the year. The Superintendent, who is represented at the meetings, must also agree to the items before they become operable. Since the Handbook committee can meet as frequently as it chooses and since the language of its agreements does not have the standing of a legal contract, there is a great deal of necessary flexibility in

the use of the document.

Other provisions in the master contract may provide criteria for leave for service in the armed forces, jury duty, professional sabbaticals, or maternity leave. Negotiators for teachers are particularly sensitive about getting an adequate number of sick days and personal business days included. Many hours can be spent at the bargaining table in searching for agreement on the number of days allowed each year for such purposes, whether doctor certification is needed after several consecutive days of sick leave, how many days sick leave can be accumulated during the professional career of the teacher. Since these items involve hidden additional costs, negotiators for the school management bargain to have them limited and expressed precisely.

Because the union must depend on the dues of its members and the freedom of its officers to operate in the school, teacher contracts frequently include a "dues deduction" or "check-off clause" which provides that union dues of teachers, who so authorize it, will be deducted automatically from the teacher's salary and forwarded directly to the union treasurer. As the teacher union grows in membership, the union leadership will seek to have the officers of the local released from some or all of their teaching responsibilities. While the union officer is not paid by the school for this time off, the contract does protect his tenure and pension rights. The contract may also specify the rights of union leaders to visit the schools and conduct meetings of teachers on school property, though outside of school time. Probably the most important clause in the teacher contract, as it concerns the school, is the agreement by the teacher unit not to strike or conduct job action during the life of the contract. When such a

clause is included, there will also be an agreement by management not to lock-out the teachers.

It would be impossible in these pages to describe all the other items which could be included in the teacher contract. However, most contracts will include some variation of the following: a statement of the rights of management, criteria for hiring and retiring, and the definition of "school year." In practice, however, the most important article in the contract and the one which the teacher will know best is the salary scale.

CHAPTER V

EFFECTS OF TEACHER UNIONS ON CATHOLIC SCHOOL PERSONNEL

John Olsen, C.F.X., Ph.D.

The personnel function in the administration of Catholic schools has been handled in a very informal way. Contracts with teachers are a recent development and statements of personnel policy have only lately become necessary, partially as an outcome of collective bargaining. Why this shortcoming? Staffed as they were primarily by religious communities, Catholic schools relied heavily on the relationship of religious teachers to their superiors and upon the rules and customs of the particular order or congregations for the conduct and role definition of the teacher. Salary schedules first arose in dioceses which maintained their own diocesan high schools when increasing numbers of lay teachers were employed in the schools. Fringe or collateral benefits such as pension plans and health insurance were added. Last to be defined (and still undefined in many systems) were policies and procedures regarding the evaluation and appraisal of teaching performance, selection of new teachers, promotions, tenure, dismissal of teachers, recruitment and orientations of new teachers.

The appearance of teacher unions in Catholic schools has raised many questions concerning personnel practices in Catholic schools and the relationships of administrators and teachers on school faculties. The acceptance of the collective bargaining process has meant that the lay teacher has been able to take a "power" position in relationship to

administration. The principal or administrator becomes manager more than principal teacher or instructional leader. The religious teacher either moves into a position of identification with management, where the power and control of the order or congregation is reinforced or into a position of "professional" teacher as distinguished from "religious" teacher. Thus, the appearance of a teacher union in the school leads to a division in a faculty where religious and lay teachers may once have worked together as a community of scholars. Equally important is the possibility of conflict between the religious teacher role and the collective interest of the religious order. This problem becomes intensified when the schools are owned and controlled by the religious community.

In recent days the movement away from appointing a religious head or "superior" who was also the chief administrator of the school has been seen as a partial resolution to this problem. Certainly some of the ambiguity was removed in this effort. However, this problem has much deeper roots than can be resolved in such a simple move. Earlier commentators on the possible role of religious teachers in unions were concerned about canonical questions. They were not sure if religious could pay dues to organizations which might then exert pressures on the treasuries of the order. They questioned whether permission from religious provincials was needed before religious could join such associations and unions.

Most of these questions were answered directly by the teacher organizations themselves. Many AFT locals, for example, have policies which forbid membership, or at least voting membership on the part of religious. Religious on faculties where teachers have achieved collective bargaining rights find themselves excluded from the decision-making of the bargaining table where many of the working conditions, under

which both union teachers and religious, will teach are settled. In Philadelphia this led to the development of the Council of Religious Teachers (CRT) which seeks to speak to both the teacher union and the Archdiocese for the religious teachers. This divisive impact of collective negotiations on the faculties of Catholic schools is one of the major differences found between unions in Catholic and public schools.

School administrators cannot refuse to bargain in good faith. The freedom of association is a basic right. But, they can anticipate the development of such action and plan either to handle it in the classical adversative mode or creatively provide alternatives to it. At the moment models of this second course of action are not very numerous, while the scars of inexpertly handled negotiations constitute a body of data which is awaiting perceptive analysis. There is a real need where teacher unions have appeared for collegial models in which the basic concerns for better salary, fringe benefits and improved working conditions can be negotiated in an atmosphere of trust and cooperation. It would seem that Catholic schools ought to be able to provide leadership in this matter.

Basically, three patterns of teacher associations have emerged. In some areas, religious and lay teachers together are eligible for membership.[1] In a few, such as St. Paul, Fort Wayne, Denver, Bridgeport, and New Orleans, administrators as well as religious and lay teachers can belong to the teacher associations. These associations tend to be independent groups and negotiations have been generally nonadversative.

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[1]Such models are found in the dioceses of St. Louis, Allentown, Lafayette, Louisville, Detroit, Duluth, Columbus, and Youngstown.

A second pattern is that of unions and associations for lay teachers only.[1] In many of these school systems negotiation processes have been more militant. A third pattern involves an association or union for lay teachers and a separate organization for religious teachers. Brooklyn, New York, for example, has in addition to a lay teacher union, a handbook committee composed of administrators, lay teachers and religious. This committee proposes regulations which apply to all teachers in the system. Their proposals become effective once they have received the approval of the superintendents. Another illustration is in Philadelphia where there is a Council of Religious Teachers which negotiates separately with the diocesan administration. This is in addition to the collective bargaining engaged in by the teacher union and the Archdiocese. Baton Rouge has no teacher union, but it does have a Brothers' Senate and a Sisters' Senate. Portland, Oregon has an Advisory Council of Religious Women and Amarillo, Texas has a Diocesan Council of Religious Women.

Outside of the annual survey of teacher unions in Catholic schools conducted by the NCEA, there has been little research done in this field. One of the few studies available is an attitudinal survey made in March, 1970 of 530 Catholic high schools in 31 large dioceses of the United States.[2] At that time, the respondents generally saw the movement towards unions as a potentially positive force in Catholic education. The majority of administrators, lay teachers and religious teachers responding favored the joint participation of religious and lay teachers in this process. Interestingly,

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[1] Such models are found in the dioceses of: Rockville Centre, San Francisco, Hartford, Newark, Cleveland, Pittsburgh, Providence, Buffalo, Baltimore and Trenton.

[2] Bro. John D. Olsen, C.F.X., Attitudes Toward Collective Negotiations in Catholic Secondary Schools of Large Dioceses in the United States, Ph.D. dissertation, New York: St. John's University, 1971.

enough, religious sisters tended to be the more "liberal" in their viewpoints toward this development. The study did not support the notion that there are canonical blocks to the involvement of religious, and did support the concept of a joint association of religious and lay teachers with voting rights for both groups. The study also suggested that a "professional" association was to be preferred to a teachers' "union."

Another study was conducted in the Archdiocese of Chicago in 1971.[1] The results were similar. This study included case studies of four Catholic high schools which had been involved in teacher strikes. It reported the necessity of separating in the negotiating process the financial issues from professional matters. It also noted that the Chicago AFT local, which at the time allowed membership of Catholic school teachers, had not made large inroads into the secondary schools of the Archdiocese of Chicago because it had failed to achieve recognition in the striking schools of the Archdiocese. The study also briefly touched on the role of the Catholic school board in the union process.

The role of the principal in the process of collective bargaining, whether in Catholic or public schools, has always been questioned. A recent study of the University of Chicago on the Impact of Collective Bargaining upon the Principal[2] failed to support the hypothesis that the principal becomes more "rules" oriented (or dependent on formal rules) in unionized school districts, or that unionization forces the principal to be more uncertain regarding his role. The author noted that unlike the

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[1] Sister M. Salesia Martinkus, A Study of the Status of Collective Negotiation in the Secondary School in the Archdiocese of Chicago, Ph.D. dissertation, Chicago: Loyola University, 1971.

[2] Paul Berg, "The Impact of Collective Bargaining on the Principal," Administrator's Notebook, Chicago: University of Chicago, Summer, 1973.

industrial union where collective bargaining is rooted in an atmosphere of conflict of interest, principals and teachers have traditionally worked together in pursuit of similar goals. Whatever weakness there may be in relating this study to private schools, it seems reasonable to assert that the labor-management model of industry does not readily fit education even in the collective bargaining process. It also seems reasonable to assume that administrators and teachers in Catholic schools can generate models of administrative collaboration which avoid the pitfalls of impasse and strike which have characterized the industrial model.

Some of the crisis in American education is a crisis of the credibility of teachers rather than schools. The discussion on humanizing and personalizing learning becomes academic when teachers and administrators are involved in a dehumanizing and depersonalizing conflict through adversative collective bargaining. Parents and students are the first to pick out such inconsistency.

Is collective bargaining so deeply rooted into our schools and school systems that it is impossible to remove it or to avoid it? At this point in history it is necessary to postulate that collective negotiations are part of the administrative process and will continue to be so. The conclusion for dioceses and private schools is, therefore, that although they may feel that their policies and procedures are fair and consistent, when there are no grounds for formalizing them by teachers' unions and associations these schools will be forced into the acceptance of the process of collective bargaining.

The sudden and dramatic movement in the 60's of dioceses into the bargaining process led to the variety of teacher organization structures: AFT affiliates, independent unions, teacher associations, and advisory councils. It seems most improbable that <u>one</u> structure will emerge to

characterize the collective negotiations process for Catholic schools. In the early days, there was some pressure on NCEA to become involved, as the NEA has been in public education, in encouraging and supporting the teacher union movement. However, this movement was brief and lacking in national support. Such a move could have succeeded only if the NCEA, like NEA, had been willing to eliminate its present department structure and become a Catholic Classroom Teachers' Association.

What are the alternatives to collective bargaining for Catholic schools? There are some actually in use. Grievances, walk-outs, and strikes make the news media more readily than do models and instances of participative and effective decision making. For a long time Catholic schools and school systems have experimented with faculty senates, administrative teams, and faculty professional groups. School boards and councils at local and diocesan levels have, in some parts of the country, become mechanisms of a more informed and shared decision-making process and have been the means of maintaining good communication and good administrative-faculty relations. For Catholic school systems which do not yet have collective bargaining units of teachers, such models hold much hope for the future. But such models require planning and programming and constant evaluation. They are based upon a rational and deliberate effort to meet realistically the human needs of the members of an institution.

If Catholic schools are unique - and indeed they are - then unique solutions to the problems raised by collective teacher action must be possible. In recent Vatican documents and the pastoral statements of the Bishops of the United States, a description of the Catholic school as a <u>community of faith</u> has been proposed. This concept has its origin in the communal nature of the Church. In the application of this concept, many schools and school systems are engaged in a self-developmental process in which the characteristics

of the community are defined by a collegial action of the community. The activities, procedures, and policies which give expression to each characteristic, such as worship and service to others, are specified through the involvement and participation of the members. While, theoretically, collective bargaining could be taking place in such a setting, it would seem that the adversative roles implied in the collective bargaining process must lead to a dysfunctional conflict and stress in the community. Furthermore, concepts which have been basic to the survival of Catholic schools, such as contributed services, can be incorporated into the "community of faith" model without difficulty.

Moreover, in a "community of faith" there are special roles for the members. The role of the religious is distinct from the role of the layman; the administrator has a special role of leadership and service. The blending of these roles in the process of setting goals and administering the implementation of goals becomes a unique quality of the system and suggests a viable alternative to the collective negotiations model for Catholic schools.

The present public school situation, insofar as it is more advanced than Catholic schools in regard to unionism, suggests some eventualities that should be considered.

The loss of salaries and fringe benefits as priority demands (already viewed as taking place in some Catholic school systems) have been replaced by changes in administrative and governance practices, not necessarily with the good of the school or school system totally in mind; the organizational restructuring is a struggle for continual power now that potential salary increases are minimized. A general situation develops in which teachers, through their union affiliation, desire to establish rules for

everything. The end result is that another bureaucracy emerges which is rarely conducive to spontaneity in working relationships. All matters become negotiable.

Pushed to its absurd conclusions, affiliation with a union could encourage and facilitate a sentiment that the Church is "the enemy." The establishment of a Christian community is not made any easier with this negative view casting its shadow over the school. It might also encourage an impersonal attitude concerned only with fighting for better salaries and better working conditions for the members. Such a situation would be intolerable even if it could be established that the school community, including the governance body, genuinely embraced the requirements essential to the establishment of community. A union that excludes religious from faculty representation is a source of divisiveness and cannot exist in a unified community.

EPILOGUE

It is probable at this point that much discussion will focus on the relationship of unions in Catholic schools to the emphasis on faith community which is so current. Are unions and a faith community exclusive and destructive, or are they compatible and mutually supportive to one another?

Those who see the positive side of this debate would focus on the following:

1. Legitimate representatives of teachers selected through the negotiations process can present a realistic and accurate picture of the teachers' concerns to the policy-making unit.

2. The process of collective negotiations puts pressure on the administration to conduct an on-going review of the school's policies and practices, particularly in the area of financial planning.

3. A grievance procedure provides a legitimate review of administrative decisions and actions.

On the negative side of the question, the following arguments emerge:

1. The labor union is incompatible with the faith community effort.

2. The process of negotiations in the Catholic school is basically and necessarily a secular, adversarial process.

3. The relationship between the limited resources of Catholic schools and hard-nosed bargaining for better class size, fringe benefits, teaching loads, etc. may indeed become very unrealistic.

4. In particular, there is concern that parent union organizations of the teacher unions in our Catholic schools have been most outspoken against any form of aid to non-public schools, and might indeed be approaching a personnel problem from a completely different philosophical basis.

Msgr. William Daly commented at an NCEA Chief Administrators' meeting where both sides of this argument were presented by Mr. Thomas Forkin and Mr. John Cicco: "The Catholic school is a different kind of educational community which involves faculty and administration, pupils and parents, all working together for the commonppurposes of communicating truth and values in the life of our Catholic Faith, our Catholic heritage."[1] (The debate will likely continue regarding teacher unions in Catholic schools.)

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[1]Unpublished panel discussion at the NCEA Chief Administrators' meeting, October 22, 1973, Boston, Mass.

GLOSSARY OF TERMS

AFT - The American Federation of Teachers union was founded in Chicago in 1916 to represent teachers in the public school system of that city. It became a national organization and is affiliated with the AFL-CIO.

Arbitration - The final step in the grievance procedure. At this point an impasse exists between employer and employee. Where the master contract provides for it, the case is then turned over to an arbiter, a third person. His decision, after hearing evidence from both management and labor, makes a decision that is binding on all.

Bargaining unit - The local unit which is authorized to bargain collectively with the school management for the local teacher organization or union affiliate.

Bumping - When the master contract provides for transfer and seniority, a tenured teacher may apply to another school in the system and must be hired in place of a non-tenured teacher or a tenured teacher with lesser seniority. "Bumping" is generally restricted to situations where schools are forced to close or a teaching subject does not have sufficient students to maintain it in a particular school.

Caucus - At the bargaining table quite frequently parties need time to gather the thoughts of their own team before responding to the offer or objections of the opposing team. To provide for this, the bargaining process allows a negotiating team to caucus with its members whenever and for as long as it requires.

Check-off or Dues Deduction - This is money withheld from the salary of the teacher, with his authorization, and which is sent directly from the school to the union as the teacher's dues.

Collective bargaining - The process in which the individual teacher cedes his right to deal personally with his employer to a union which will bargain collectively for all of the teachers. The process includes presentation of demands, both from the side of management and the side of labor, and an eventual agreement on a solution to conflicting demands.

Community of Faith - A description used in some Catholic schools of the unity of the staff and the students, in an environment in which religious conviction is the motivating force.

Consent election - When sufficient teachers in a school or system vote to form a union and demand that the administration of the school or school system recognize this union as the bargaining agent for all the teachers on the staff or in the system. State labor relations laws govern the conduct and outcome of such consent elections.

Dismissal - The process by which a non-tenured or a tenured teacher may be fired for just cause. Ordinarily, the causes for "dismissal" would be based on incompetency, insubordination or immorality.

Employee - In the master contracts for teachers, the "employee" would be the teacher or anyone covered in the contract under the definition of "teacher."

Employer - In the master contract the "employer" would be the administration of the school or the board of trustees of the school or in the case of a system, the superintendent of the system, the board of education of the system, or perhaps even a diocese.

Fringe benefits - These are the added financial benefits given to the teacher in the master contract. The fringes may include pension, health insurance, life insurance, unemployment compensation and special annuity programs.

Grievance - An allegation, usually made by the teacher, that he is being deprived of one of his rights as guaranteed in the master contract.

Independent union - A collective bargaining unit which has no affiliation with any other union or bargaining unit.

Job action - This is the concerted response of the teachers in a bargaining unit at a time of impasse, usually in the form of a strike. If the contract has a "no-strike" clause, "job action" may be simple picketing or some such protest against management.

Job security - This assures teachers that in the event of consolidation or closing of schools that tenured teachers would not lose their jobs, or that management would be committed to make extraordinary efforts to find them another job, usually in the same school system.

Management rights - An article in the master contract reserving to management all of the rights it does not specifically cede to the employees or union.

Master contract - This is the single, legal, binding document which sets forth salary, working conditions and rights of the teachers, and the rights of the management. It encompasses all the teachers within the bargaining unit. When a "master contract" exists, there may also be an individual contract signed by the individual teacher. But this individual contract merely affirms the personal commitment of the teacher to the school or to the school system under the terms of the "master contract."

Maternity leave - Leave without pay, but without loss of seniority or pension rights for a pregnant teacher.

Mediation - The involvement of a person or agency independent of the union or management to facilitate agreement on a master contract.

Negotiator - The designated spokesman for either side at the bargaining table.

Pension - The guarantee of income for the teacher at the time of his retirement. (See Portability and Vesting.)

Personal leave - A feature of the pension plan which allows the teacher to carry with him all the pension benefits which he has earned in one school or school system when he transfers to a school outside the system or the bargaining unit.

Sabbatical - A leave for professional purposes which may be granted to a teacher after a given number of years. In many contracts, the lowest number indicated would be seven.

Salary scale - This is the step scale which would indicate number of years and degree requirements and the relative salary ascribed to each.

Seniority - Teachers are listed according to the date on which they first came to work in the system. "Seniority" becomes important only in master contracts which provide for transfer and give some benefit to "seniority." (See Bumping.)

Sick leave - The number of days allowed to each teacher because of illness. Most master contracts provide for the accumulation of "sick leave" from one year to the next when the teacher does not use all of his sick days.

Teacher - This word in the terminology of the master contract refers to a full-time classroom teacher. The master contract may expand this term to include part-time teachers, department heads, guidance counselors, librarians, and even school administrators.

Teacher facilities - Accommodations available to teachers for preparation rooms, lounges, toilets, dining areas.

Teacher file - A confidential record kept in the principal's office and which would include all evaluations, assessments, and official remarks made about the teacher's performance in the school.

Tenure - The right granted to a teacher who has worked in a school or school system for a specified period of time, usually three consecutive years, guaranteeing him a continuing contract.

Termination - The non-renewal of the contract of a non-tenured teacher.

Transfer - A process which allows a teacher to move from one school to another in the system, or which would allow the superintendent to move a teacher from one school to another.

Union local - This could be a collective bargaining unit for a specified group of teachers who are in a school system and which is affiliated with a regional or national union. (See AFT.)

Vesting - The right of the teacher to receive a pension even if he should leave the school or school system prior to the normal retirement age.

Wage reopener - A clause in the master contract which specifies that collective bargaining may be resumed, even before the terminal date of the contract, to discuss salaries.

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